



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

March 4, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: MAINTENANCE PROGRAM FOR  
NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service continues to be more economically performed by an independent contractor than by County employees.
3. Approve amending Contract No. 74399 with Shelterclean, Inc., located in Burbank, California, for Maintenance Program for Nonadvertising Bus Stop Amenities – South County services to enable this contract to continue on a month-to-month basis starting March 18, 2008, for up to nine months, at an amount not to exceed \$687,113 while the Department of Public Works completes the solicitation process for a replacement contract.
4. Authorize the Director of Public Works or his designee to increase the contract amount up to an additional 25 percent of the extension period contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Direct the Chair to execute the amendment.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to continue this service on a month-to-month basis starting March 18, 2008, for up to nine months. This amendment is required to provide this service while the Department of Public Works (Public Works) completes a resolicitation process for a replacement contract. Proposals were received on November 21, 2007, for this service. Based on the proposals received, not all the proposers seemed to have a clear understanding of the extent of the scope of work. Therefore, the Director rejected all the proposals. Additional time is needed to make several changes in the Request for Proposals and reissue. When proposals have been fully evaluated, award of a contract will be recommended for this service, and this contract will be terminated upon commencement of the replacement contract.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). This amendment will enable continued use of the current contractor's expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner thereby supporting Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The requested not-to-exceed amount of \$687,113 for the nine-month period is a proration of the existing annual contract amount of \$916,150 and may be increased by 25 percent for unforeseen, additional work within the scope of work. The existing rates for work during the extension period will not be increased.

Financing for this additional service is available in each Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2007-08 Transit Enterprise Fund Budget and the proposed Fiscal Year 2008-09 Transit Enterprise Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The attached amendment has been executed by the contractor and approved as to form by County Counsel.

On March 18, 2003, Agenda Item 43, your Board approved this contract. The contract was for an initial three-year period with two 1-year renewal options for a total contract period of five years and is scheduled to expire on March 17, 2008.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting this service for the extension period. Based on the cost calculations, Public Works has determined that this service continues to be more economically performed by an independent contractor than by County employees.

Since this is a Proposition A contract, Public Works has determined that the contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to continue to pay its full-time employees providing County services a living wage.

#### **ENVIRONMENTAL DOCUMENTATION**

This service continues to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The routine maintenance and repair service of bus stop amenities is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

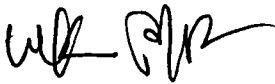
Approval of the amendment will continue the current contract services.

The Honorable Board of Supervisors  
March 4, 2008  
Page 4

**CONCLUSION**

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
GZ:dw

Attachment

c: County Counsel  
Office of Affirmative Action Compliance  
Department of Public Works (Programs Development)

AMENDMENT 2 TO CONTRACT NO. 74399

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES –  
SOUTH COUNTY

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SHELTERCLEAN, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 74399 was entered into between the COUNTY and the CONTRACTOR, on March 18, 2003, to provide maintenance for nonadvertising bus stop amenities in the South County for a period of three years with two 1-year renewal options; and

WHEREAS, on March 18, 2007, the COUNTY renewed this Contract for the final option year; and

WHEREAS, this Contract was amended on June 21, 2007, to incorporate the revised Living Wage Ordinance and require the Contractor to pay its employees providing services under this Contract the County's increased Living Wage Hourly rates; and

WHEREAS, the term of this Contract is set to expire on March 17, 2008; and

WHEREAS, the parties desire to extend the contract on a month-to-month basis for up to nine months, at an amount not to exceed \$687,113, or such greater amount as the Board may approve for the nine-month period, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service under this Contract.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74399 between them shall be amended as follows:

FIRST: Part I, Section 2, Scope of Work, Paragraph H, Duration of Contract, is hereby amended and modified to extend the expiration of the term of this Contract on a month-to-month basis for a period of up to nine months, beginning March 18, 2008, as follows:

- The CONTRACTOR shall provide continuous performance of this Contract from month to month, commencing on March 18, 2008, up to the maximum period of nine months, through and including December 17, 2008, unless the

**SECOND:** Except as modified in this AMENDMENT, Amendment 1, and Change Notices of April 22, 2004, and March 13, 2006, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as amended shall remain in full force and effect.

Page 2 of 3

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

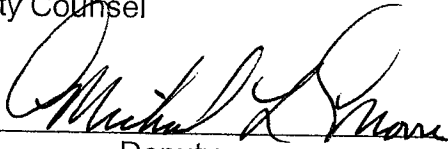
ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

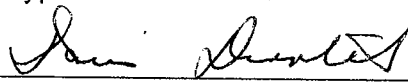
By   
Deputy

SHELTERCLEAN, INC.

By   
Its President

JEROME COOPER

Type or Print Name

By   
Its Secretary

DANIS DANTES

Type or Print Name

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ NEW YORK

County of NASSAU

On February 8, 2008 before me, DONNA M. PIRILLO, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared Jerome Cooper

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donna M. Pirillo  
Signature of Notary Public

DONNA M. PIRILLO  
Notary Public, State of New York  
No. 01PI4669275  
Qualified in Nassau County  
Commission Expires May 31, 2010  
(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

AMENDMENT 2 TO CONTRACT No. 74399  
(Title or description of attached document)

MAINTENANCE PROGRAM FOR NONADVERTISING  
(Title or description of attached document continued)

BUS STOP AMENITIES - SOUTH COUNTY  
Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

PRESIDENT  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ New York

County of Nassau

On February 8, 2008 before me, Donna M. Pirillo, Notary Public  
(Here insert name and title of the officer)

personally appeared Doris Drantch

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Signature of Notary Public

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BUS STOP AMENITIES - SOUTH COUNTY

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(Additional information)

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☒ Corporate Officer

SECRETARY  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

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☐ Other \_\_\_\_\_

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